

Plaintiffs' Appendix of Summary Judgment Evidence

Exhibit 4

Services Service Agreement
Housekeeping (Floor) Maintenance - Data Sheet

Target Corporation

1. Parties to this Agreement:

"Target" Target Corporation, a Minnesota Corporation
 "Contractor" Jim's Maintenance and Sons, Inc., Corporation

2. Store Locations:

See Schedule 1, attached

3. Rates:

See Schedule 1, attached

4. Terms of this Agreement:

Commences on: 08/01/2001

Expires on: 08/01/2004

5. Contractor Address Information:**Payment**

Jim's Maintenance and Sons, Inc.
 18611 N.E. 23rd Street
 Harrah, OK 73045

Notice

Jim's Maintenance and Sons, Inc.
 18611 N.E. 23rd Street
 Harrah, OK 73045
 Phone: 405-454-1121
 FAX: 800-606-7492
 EMail: trent@jimsmaintenance.com

6. Target Corporation Address Information:**Billing Address**

Target Corporation HQ
 3701 Wayzata Blvd, TFS 7C-N
 Minneapolis, MN 55416
 Attn: Building Services Contract Administration

Insurance Certificate

Target Corporation
 3701 Wayzata Blvd
 Minneapolis, MN 55416
 Attn: Building Services Contract Administration TFS 7C-N

7. Discount for Early Payment:

No discount for early payment

8. Contract Documents:

The Terms of this Agreement consists of this Data Sheet and the following documents, which are attached hereto:

Schedule 1: Location and Service Listing

Terms & Conditions: General Terms & Conditions (Specific version for each location is identified on Schedule 1)

TARGET

TARGET CORPORATION

By: Michael A. BellName: Michael A. BellTitle: Vice President, Building Services
Target Corporation

Date: _____

CONTRACTOR

Jim's Maintenance and Sons, Inc.

By: Bryan FunderburghName: Bryan FunderburghTitle: PresidentDate: 10-15-01**EXHIBIT**PIF 410/2/07 Gisch

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Building Services Service Agreement**Target Corporation****Housekeeping (Floor) Maintenance - Schedule 1 (Location and Service Listing)****Target T0019 (Tulsa)**

1701 South Yale

Tulsa, OK 74112

918-744-1701

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$10,016.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0043 (Oklahoma City N)

5400 North May Ave.

Oklahoma City, OK 73112

405-947-6761

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,388.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0044 (Oklahoma City S)

800 S.W. 44th Street

Oklahoma City, OK 73109

405-631-4411

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,996.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0045 (Midwest City)

7601 East Reno

Midwest City, OK 73110

405-737-8911

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,996.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0046 (Norman)

2417 West Main St.

Norman, OK 73069

405-329-7400

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,488.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0063 (Woodland Hills)

7178 So. Memorial Dr.

Tulsa, OK 74133

918-252-1621

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,921.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0080 (Wichita Falls)

4317 Kemp Boulevard

Wichita Falls, TX 76308

940-691-3310

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

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Building Services Service Agreement**Target Corporation****Target T0083 (Lubbock)**

7302 University Ave.
Lubbock, TX 79423
806-745-7579

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,021.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0091 (Wichita West)

404 South Tracy
Wichita, KS 67209
316-945-5021

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,965.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0092 (Wichita East)

301 South Armour
Wichita, KS 67207
316-688-1556

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,965.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0095 (Austin North)

8601 Research Blvd.
Austin, TX 78758
512-837-5163

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,608.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0096 (Austin South)

2300 West Ben White
Austin, TX 78704
512-445-2266

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0155 (Waco)

601 West State Hwy.6
Waco, TX 76710
254-776-8790

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,021.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0173 (Vance Jackson)

2643 N.W. Loop 410
San Antonio, TX 78230
210-349-1412

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$6,744.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0174 (Marbach)

8215 Marbach Road
San Antonio, TX 78227
210-675-3990

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Printed: 10/09/2001

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Building Services Service Agreement**Target Corporation****Target T0174 (Marbach)**

8215 Marbach Road
 San Antonio, TX 78227
 210-676-3990

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Target T0175 (Bandera)

5776 Stemmons Drive
 San Antonio, TX 78238
 210-681-8610

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0176 (Bltters)

13700 San Pedro Ave.
 San Antonio, TX 78232
 210-496-6800

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,021.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0177 (Walzem)

5330 Walzem Road
 San Antonio, TX 78218
 210-655-2022

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0218 (Quail Springs)

201 W. Memorial Road
 Oklahoma City, OK 73134
 405-751-4422

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,921.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0219 (Abilene)

3710 Ridgemont Drive
 Abilene, TX 79606
 915-695-4470

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0221 (Amarillo)

8201 I-40 West
 Amarillo, TX 79121
 806-358-4030

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T0254 (San Angelo)

4235 Sunset Drive
 San Angelo, TX 76904
 915-949-5555

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Housekeeping + Complete Carpet (Target)	\$6,744.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Building Services Service Agreement**Target Corporation****Target T0270 (Eastland)**

14009 East 21st St.

Tulsa, OK 74134

918-438-8400

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$7,247.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0334 (Austin NW)

13785 Reasearch Blvd

Austin, TX 78750

512-250-0080

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$8,200.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0355 (Topeka)

2120 Wanamaker Road

Topeka, KS 66614

913-273-9841

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$7,096.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0531 (Lawrence)

3201 Iowa

Lawrence, KS 66046

913-832-0660

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$16,764.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0683 (Austin SE)

6405 S. Interstate Hwy 35

Austin, TX 78744

512-326-1191

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$7,618.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0770 (Midland)

4001 North Midland Drive

Midland, TX 79707

915-699-7500

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$7,618.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0771 ()

2810 S.W. Military Drive

San Antonio, TX 78224

210-977-8552

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$8,200.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Target T0774 (Joplin)

3151 East 7th Street

Joplin, MO 64802

417-659-8755

Service Description**Fee for
Service****Frequency
of Service****Beginning
Date of
Service****Service
Agreement
Version**

Full Housekeeping + Complete Carpet (Target)

\$7,192.00 per Month

7 Day(s) per Week

08/01/2001

HKEEPING-v2.0

Printed: 10/09/2001

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Building Services Service Agreement**Target Corporation****Target T0774 (Joplin)**

3151 East 7th Street

Joplin, MO 64802

417-659-8755

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Target T0905 (Salina)

2939 Market Place

Salina, KS 67401

913-825-1354

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$6,690.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T0946 (Hutchinson)

1529 E. 17th Street

Hutchinson, KS 67501

316-662-1800

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$6,690.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T0948 (NW San Antonio)

12621 I H-10 West

San Antonio, TX 78230

210-690-2222

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$8,021.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T0954 (Killeen)

2500 E. Central Texas Exp

Killeen, TX 76543

254-526-8010

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$6,744.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T0994 (New Braunfels)

642 South Walnut Street

New Braunfels, TX 78130

830-620-7308

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$6,744.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T1031 (Springfield)

1825 East Primrose

Springfield, MO 65804

417-889-1511

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Full Housekeeping + Complete Carpet (Target)	\$8,608.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Target T1061 (Austin Southwest)

5300 So. Mopac

Austin, TX 78749

512-892-5535

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Housekeeping + Complete Carpet (Target)	\$9,057.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0
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Building Services Service Agreement**Target Corporation****Target T1066 (Round Rock)**

121 Louis Henna

Round Rock, TX 78664

512-246-7677

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,608.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1067 (N. Central San Antonio)

8421 U.S. Highway 281 No.

San Antonio, TX 78216

210-375-0332

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,618.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1177 (Kansas City North)

8420 No. Madison Ave.

Kansas City, MO 64155

816-436-8711

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$9,368.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1201 (Independence)

17810 E. 39th Street

Independence, MO 64055

816-373-1800

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,608.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1203 (San Marcos)

1180 Thorpe Lane

San Marcos, TX 78666

512-805-7000

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,291.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1204 (SAN ANTONIO)

8234 Agora Parkway

Selma, TX 78154

210-945-9102

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$7,618.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1354 (San Antonio N)

18255 Blanco Rd

San Antonio, TX 78258

210-764-7876

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$16,364.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1388 (Chouteau)

4375 Chouteau Trafficway

Kansas City, MO 64117

816-452-2164

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$8,608.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Printed: 10/09/2001

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Building Services Service Agreement**Target Corporation****Target T1388 (Chouteau)**

4375 Chouteau Trafficway

Kansas City, MO 64117

816-452-2164

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
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Target T1756 (Olathe)

15345 West 119th St.

Olathe, KS 66061

913-393-4400

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$16,764.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1757 (Overland Park)

12200 Blue Valley Parkway

Overland Park, KS 66213

913-327-7770

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$16,764.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1759 (Shawnee Mission)

15700 Shawnee Mission Parkway

Shawnee, KS 66217

913-962-8222

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$16,764.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

Target T1785 (San Antonio W)

311 Bandera Rd

San Antonio, TX 78250

210-682-2253

Service Description	Fee for Service	Frequency of Service	Beginning Date of Service	Service Agreement Version
Full Housekeeping + Complete Carpet (Target)	\$16,364.00 per Month	7 Day(s) per Week	08/01/2001	HKEEPING-v2.0

TARGET/ITZEP
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TERMS AND CONDITIONS

1. Services. During the term of this Agreement, Contractor agrees to perform the Services described in the Contractor Handbook (hereinafter the "Services"), for the Target locations listed in the Data Sheet as and when requested by Target, and to provide all tools, labor, supervision and products necessary to perform the Services (except for any tools, equipment and products to be provided by Target pursuant to the Data Sheet or Contractor Handbook).

The Contractor Handbook may include Scope of Work documents, Contractor Expectations, Security Regulations. The Contractor Handbook is incorporated by reference into this Agreement and may be updated by Target from time to time. Any changes made by Target to the Contractor Handbook will be effective thirty days after notice to Contractor, unless during this thirty day period Contractor gives Target written notice setting forth its reasonable objections to specific changes. Target and Contractor will endeavor to resolve Contractor's objections to the satisfaction of both parties, or Target may terminate this Agreement as provided in Section 2.

2. Termination. Unless sooner terminated in accordance with this Agreement, this Agreement shall have an initial term as set forth in the Data Sheet, and shall thereafter be extended until terminated at any time by either party by giving written notice to the other party not less than thirty calendar days prior to the effective date of the termination. The foregoing notwithstanding, Target may terminate this Agreement without cause at any time even during the initial term by giving thirty (30) days' prior written notice to Contractor. If this Agreement relates to more than one Target location, the party terminating this Agreement pursuant to this paragraph may specify in its notice the particular stores to which the notice of termination relates, and this Agreement shall terminate as to those stores and continue as to the remaining stores.

Target may also terminate this Agreement for cause at any time in the event Contractor, if in Target's sole reasonable opinion, fails to perform or otherwise breaches this Agreement. Such failure or breach may include, but not be limited to, any failure by Contractor to provide any of the Services when scheduled, any failure by Contractor to provide a sufficient number of adequately trained personnel to perform Services when scheduled, or any failure by the employees or agents of Contractor to observe applicable Target regulations. Such termination for cause shall be effective upon the earlier of the date of receipt by Contractor of the notice of termination or a date which is three (3) business days from and after the date of mailing of said notice of termination. If this Agreement relates to more than one Target location, Target may, at Target's option, terminate this Agreement for cause as provided in this paragraph either in its entirety as to all locations, or only as to those locations for which a default or breach has occurred as designated in the notice of termination. Target shall specify in its notice the stores to which the notice of termination relates, and this Agreement shall terminate as to those stores and continue as to the remaining stores.

Target's sole obligation to Contractor upon termination of this Agreement shall be to pay Contractor for such Services as Contractor can document, to the satisfaction of Target, were actually provided prior to the date of termination in accordance with this Agreement, less any amounts due and payable by contractor to Target hereunder.

3. Payment. Target will pay Contractor for the Services at the rate(s) specified in Schedule 1 to the Data Sheet. Target pays from invoice only and no amount shall be payable by Target hereunder until Contractor has complied with the payment procedures set forth in the Contractor Handbook, or with such other reasonable procedures as Target may designate in writing. Invoices must be submitted during the first week of the month, following the month in which the invoiced Services were provided. Invoices shall be submitted to the billing address set forth in the Data Sheet and shall be accompanied by such backup documentation as Target may reasonably require. Target will pay proper invoices within thirty days of receipt. If applicable, Target may deduct from the amount of an invoice the amount of the discount for early payment specified in Schedule 1 to the Data Sheet or any amount due and payable by Contractor to Target hereunder. In no event shall Contractor deliver invoices or will Target be obligated to pay invoices for Services not actually provided prior to the invoice date. Target shall have the right upon thirty days'

prior notice, to audit Contractor's books and records as they relate to the Services provided by Contractor pursuant to this Agreement.

4. **Independent Contractor.** By this Agreement, Target and Contractor intend to create an independent contractor relationship. As such, Target is interested only in the results of Contractor's performance and not the specific method or manner of performance. Therefore, while Contractor agrees to perform the Services in accordance with and to Target's standards and specifications, Contractor retains sole and exclusive control over the method and manner in which the Services are performed. All Services performed pursuant to this Agreement are subject to Target's right of inspection and must meet with Target's approval. All personnel of Contractor used to perform Services under this Agreement shall be employees of Contractor and not of Target. Contractor shall comply with all applicable federal, state and local laws regarding compensation, eligibility and conditions of employment. Contractor shall, at the commencement of the term and from time to time as may be required by Target, provide a written, notarized Certification Statement to Target that all employees of Contractor, any subcontractor working on Target premises, and all agents, servants, independent contractors or anyone else related to Contractor to meet Contractor's obligations under this Agreement are properly documented to legally work in the United States. The form of certification is included in the Contractor Handbook.

Contractor shall pay all federal, state and local payroll, social security, unemployment and other taxes, contributions and premiums required to be withheld or paid with respect to its employees, and shall file all returns incident to such taxes, contributions and premiums. Target shall have no obligation to provide Contractor or any of Contractor's employees with any employee benefits provided for employees of Target. Contractor may not claim benefits from Target under applicable workers' compensation laws for injuries sustained by Contractor or its employees while providing Services.

Contractor shall have no right to purchase goods or services in the name of Target, execute or make contracts in the name of Target, or obligate Target in any way. Contractor is not an agent or employee of Target and cannot represent itself as such. Expenses incurred by Contractor in the performance of this Agreement shall be reimbursed only if approved by Target in writing prior to being incurred by Contractor.

In the event any court or administrative tribunal or agency with appropriate jurisdiction determines that an employment relationship has been or will be established by the performance of this Agreement, this Agreement shall immediately cease and Contractor shall reimburse and indemnify Target for expenses of any nature, including, but not limited to, tax withholding and insurance claims in the nature of unemployment compensation and/or workers' compensation, imposed by any level of government.

5. **Compliance with Law.** Contractor shall comply with all federal, state and local government laws, regulations and requirements applicable to Contractor's performance under this Agreement, including applicable federal or state OSHA regulations and guidelines, and applicable regulations governing the use, clean-up and disposal of materials used in providing Services (including requirements relating to the provision of material safety data sheets). Contractor shall procure and maintain at its sole expense all necessary permits and licenses for the conduct of its business. In the event of an allegation that Contractor has failed to comply with any law, regulation or requirement, or failed to obtain any permit or license, Contractor shall pay any fines or penalties imposed upon Target and shall reimburse Target for any expenses (including attorneys' fees) incurred by Target in responding to such allegation.
6. **Warranties and Guarantees.** Contractor warrants and guarantees that the Services (a) shall be provided in a professional and workmanlike manner, (b) shall be performed by properly-trained and competent personnel, all of whom are familiar with Target's operations, and (c) shall meet all industry standards applicable to the Services. Contractor further warrants and guarantees that its employees will conform to any and all reasonable clothing regulations of Target.
7. **Indemnification.** Except as provided herein, Contractor agrees to assume responsibility for all injuries or damages to persons or property which relate to or arise out of Contractor's performance of Services, Contractor's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of Contractor or its agents or employees. Contractor, to include his agents, servants, employees, assigns,

independent contractors, or anyone else retained by Contractor for the performance of Contractor's obligations under this Agreement, shall defend, indemnify and hold harmless Target and its agents and employees, from and against (1) any and all claims, suits, losses, damages, judgments or expenses (including attorney's fees incurred in responding to claims or suits) which relate to, arise out of, or are asserted or incurred as a result of, Contractor's performance of Services, Contractor's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of Contractor or its agents or employees; and (2) any claims made by Contractor's employees arising out of the performance of Services; provided, however, that the foregoing indemnity obligations shall not apply to any injury, damage or loss caused by the sole negligence of Target. The obligations under this paragraph shall survive the termination of this Agreement.

Contractor shall, at its expense, be responsible for the defense of any claims or suits for which it is obligated to indemnify Target and shall, in connection with such defense, provide Target with counsel reasonably satisfactory to Target. Target shall have the right, at its option and at its own expense, to defend (with or without Contractor) any such actions, claims, demands and suits. Target shall cooperate with Contractor, as Contractor reasonably requires, in such defense. Upon request, Contractor shall advise Target of the current status of any action, claim, demand or suit being defended by Contractor in accordance herewith.

If any claims are made against Target as a result of the work or as a result of any actions or failures to act by the Contractor, or if Target reasonably believes that such claims will be made, Target may withhold from the amount otherwise due or to become due under this Agreement such amount as Target reasonably determines may be necessary to cover such claims and to cover any costs which Target reasonably anticipates may be incurred in connection with defending against such claims. The foregoing right to withhold payment shall not be Target's exclusive remedy and shall be in addition to any other remedies which Target may have under this Agreement or at law or in equity.

8. Limitation of Liability. The work to be performed under this Agreement shall be performed at Contractor's risk. Target shall not be liable for any loss, theft or damage of or to the vehicles, equipment, supplies or other property of Contractor or its employees, or in the possession or custody of Contractor or its employees, nor shall Target be liable for any damage to Contractor's business or other consequences arising out of such loss, theft or damage.
9. Insurance. Contractor shall maintain, at Contractor's expense, the following insurance:
 - A. Workers' compensation insurance for all of its employees and employer's liability insurance in the amount of \$1,000,000;
 - B. Commercial general liability insurance with minimum limits of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate per location. Such insurance shall provide coverage for Contractor's indemnification obligation set forth in this Agreement, and shall include Target Corporation and Target Stores, Marshall Field's and Mervyn's as additional insureds;
 - C. Automobile liability insurance (bodily injury and property damage liability), including coverage for owned, hired and non-owned automobiles, with minimum limits of liability of \$1,000,000 combined single limit per occurrence. Such insurance shall include Target Corporation and Target Stores, Marshall Field's and Mervyn's as additional insureds.

All insurance required by this Agreement shall be provided by an insurance company or companies acceptable to Target and licensed to do business in the state in which the Services are provided, and shall provide that coverage shall not be terminated or changed without at least thirty (30) days prior written notice to Target. Prior to performing any Services, Contractor shall provide Target with certificates of insurance evidencing the insurance required by this Agreement. The certificates shall contain sufficient information to show that Contractor carries worker's compensation insurance in all states in which Services are being provided. The purchase of such insurance and furnishing of such certificates shall not limit Contractor's obligations under this Agreement or in any way modify Contractor's agreement to indemnify Target.

10. **Security and Bonds.** Contractor and its employees shall be subject to all security checks and regulations that Target deems necessary and shall comply with any written security regulations provided by Target. Contractor shall advise each of its employees performing Services that Target will not tolerate theft or misuse of its moneys, merchandise, property or equipment, violation of its security regulations, or abuse of its customers or employees. Target shall have the right to reject any employee of Contractor assigned to duty at Target, and to require the immediate removal of such employee from Target's premises. Contractor shall cooperate in any investigation of theft, loss, or violation of Target's policies involving any of Contractor's employees. Contractor shall be responsible for all losses to Target occasioned by the activities of its employees (including, but not limited to, thefts) and shall reimburse Target for all such losses. Such losses shall be reimbursed to Target within ten days after Contractor is presented with evidence of the loss. Losses of merchandise shall be calculated on the basis of the retail value of the merchandise. A signed statement from an employee of Contractor admitting to the theft or loss shall be conclusive evidence of the loss. If Contractor fails to reimburse Target within ten days, Contractor shall be liable for any expenses incurred by Target to recover such losses. Target may withhold the amount of such losses from any payments owed by Target to Contractor. Target will provide reasonable assistance to aid Contractor in filing a claim with its bonding company or insurance carrier, but Contractor shall reimburse Target for the loss whether or not Contractor is able to recover from its bonding company or insurance carrier.
- If the Services will be performed inside any Target location during hours that the store is not open for business to the general public, Contractor shall maintain employee dishonesty bonds on its employees providing such services to Target. Such bonds shall:
- A. Be issued by companies licensed to do business in the state where the Services will be performed;
 - B. Be in amounts not less than \$25,000.00 per Contractor employee for Target Stores or Mervyn's, and not less than \$100,000 for Marshall Field's;
 - C. Include coverage for loss of money, merchandise or other property through any fraudulent or dishonest act committed by any Contractor employee, whether acting alone or in collusion with others;
 - D. State that Target shall be notified in writing at least thirty days prior to cancellation, material change in, or nonrenewal of the bond.
11. **Taxes.** Contractor shall be responsible for the payment of any and all taxes, of whatever type, including, but not limited to, sales and use taxes, which either Contractor or Target is required to pay as a result of this Agreement or Contractor's provision of the Services. The amount payable to Contractor under Schedule 1 to the Data Sheet shall include all taxes. Contractor shall separately identify the amount of such tax on all of Contractor's invoices.
12. **Non-Exclusive.** Target does not agree to use Contractor exclusively or to provide any minimum amount of work. Contractor is free to contract to perform similar services to others during the term of this Agreement.
13. **Governing Law.** This Agreement and performance hereunder shall be governed in all respects by the laws of the State of Minnesota. Contractor and Target hereby agree that any legal action or proceeding involving this Agreement may be brought in the courts of the State of Minnesota or the United States of America, District of Minnesota, and by execution and delivery of this Agreement, Contractor and Target hereby accept for themselves and in respect of their property the jurisdiction of the aforesaid courts.
14. **Default.** In the event Contractor breaches any of its obligations hereunder, Target may undertake any one or more of the following remedies (provided, however, that Target shall not be allowed to receive double recoveries for any damages):

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- A. Terminate this Agreement, effective either upon three days' prior written notice or immediately upon written notice, if the breach is such that Target believes, in its sole opinion, that it must take immediate steps to cure such a breach;
- B. Cure or begin to cure such breach and (i) invoice Contractor or (ii) set off from any amounts due to Contractor hereunder for Target's reasonable costs in connection therewith, including, without limitation, the cost of enforcing Contractor's obligations hereunder;
- C. If the breach involves an obligation, the breach of which may subject Target to a governmental fine or penalty, fine Contractor an amount not to exceed the greater of \$1,000.00 or the amount of any penalty or fine imposed by any governmental body in connection therewith;
- D. Set off any damages incurred by Target arising from such breach against and from any amounts due to Contractor hereunder;
- E. Sue Contractor for damages and/or specific performance hereunder, or for any other remedy available at law or in equity.

All remedies given herein are cumulative and the exercise of one remedy shall not preclude the exercise of any other remedy provided herein or by law. No waiver by either party of any failure on the part of the other party to observe strictly the terms of this Agreement shall preclude the strict enforcement of this Agreement with respect to any subsequent default by such other party.

- 15. **Building Alarms.** In the event a building alarm is negligently or accidentally triggered by Contractor or its employee or agent, Contractor shall pay all of Target out-of-pocket costs and administrative expenses in connection therewith, including a minimum administrative charge of \$100. Contractor understands the foregoing amounts payable to Target have been agreed to in view of the difficulty in determining Target's actual costs and damages, because of difficulties in apportioning the costs of personnel responding to such alarms and the fact that Target's alarm vendors and public authorities have different policies, procedures and thresholds in connection with false alarms and with violations of rules and regulations.
- 16. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes and cancels all prior agreements between the parties for Services at the location(s) covered by this Agreement. No statements or representations not included herein shall be binding upon the parties and no modification or amendment of any of the terms hereof shall be valid or binding unless made in writing and signed by duly authorized officers of Contractor and Target.
- 17. **Assignment.** Contractor shall not subcontract for Services Contractor is to provide under this Agreement with Target's prior written approval. Neither party shall assign this Agreement without the prior written consent of the other party. Except as so restricted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- 18. **Notices.** All notices, requests, consents, demands, approvals and other communications hereunder shall be sent postage prepaid by registered or certified mail, return receipt requested, addressed as set forth on the Data Sheet. Either party, upon written notice to the other, may designate a new notice address. Notices shall be effective upon receipt or upon the date that delivery is attempted and refused.
- 19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, this Agreement shall be construed as though such provision does not appear herein and shall be otherwise fully enforceable.
- 20. **Headings.** The headings to the various sections of this Agreement have been included for convenience of reference and shall not affect the meaning of the language included therein.

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CONTRACTOR'S PROCEDURAL REGULATIONS

A: RULES

- 1) Contractor will begin performing the Services in the specified locations on the beginning date of the Term, as set forth on the Data Sheet. The Services shall be performed during the hours designated by Target and on the days of the week set forth in the Data Sheet, unless otherwise directed by Target.
- 2) Contractor shall provide as many labor hours as needed to achieve Target's expectations, as outlined in the Contractor Handbook and Housekeeping Expectations documents, and as provided by Target's Building Services and Contract Services Teams.
- 3) Contractor's employees will at all times be under the direct control of a supervisor or crew lead, who is responsible for insuring that Contractor's employees perform their duties according to the standards set forth in the Agreement and Contractor Handbook.
- 4) Contractor will provide an English-speaking/reading supervisor at the store during all shifts (with the exception of Maid/Matron coverage, where supervision is not required at all times) and during the scheduled Monthly (minimum) walk-through.
- 5) Contractor shall remove any and all propane tanks at the end of their shift and store them either off-site or in a locked, OSHA-approved propane cage that the Contractor will provide. Contractor shall provide propane certification for all of its employees before they start working at a Target location. Target also requires that the propane buffer be maintained to manufacturer's specifications for CO emissions at all times.
- 6) Contractor shall perform the Monthly Housekeeping Checklist with the Store Team Leader, Store Manager or Designated Store Representative. A member of Contractor's Management Team will do the inspection and document Store team input.
- 7) Inspections will be done using Target's Quality Checklist, which will be submitted to Target Contract Services by the 10th of each month. The store may keep a copy.
- 8) Any request for a rate increase (per Schedule 1 of the Data Sheet) must be presented in writing to Target's Contract Services via e-mail (BST.Contracts@target.com) by October 15 of each year. No requests received by Target after October 15 of each year will be considered. Target will review appropriate requests for rate increases and advise Contractor of Target's decision by January 15 of the following fiscal year. Our Fiscal year begins February 1st and ends January 31st; any approved rate increase would take effect of the beginning of the next fiscal year.

B. PAYMENT PROCEDURES:

1. Housekeeping / Cleaning services are to be charged at the rate set forth in the Data Sheet.

2. Contractor's billing shall comply with the following requirements.
 - a) All billing shall be made monthly. Each monthly billing must include a single invoice, broken down by store number where work was completed. Each invoice shall indicate separately the cost for cleaning the floor and/or carpet, Optional Services, and any taxes, as applicable.
 - b) All billing should be submitted during the first week of the month, following the month in which the service was performed.
 - c) Target will not accept any billing beyond five months from the date the work was performed.
 - d) In the event the Store being serviced by the Contractor is remodeled, changing the square footage of the Sales Area, the Contractor's rate will be adjusted proportionately, using the current per square foot price reflected in Schedule 1 to the Data Sheet.
 - e) Provided the Contractor is not in default under this Agreement, Target shall pay Contractor's invoice within thirty days after Services for the month are completed.
2. If any claims are made against Target as a result of the work or as a result of any actions or failures to act by the Contractor, or if Target reasonably believes that such claims will be made:

Target may *withhold* from the amount otherwise due or to become due under this Agreement such amount as Target reasonably determines may be necessary to cover such claims and to cover any costs which Target reasonably anticipates may be incurred in connection with defending against such claims. The foregoing right to withhold payment shall not be Target's exclusive remedy and shall be in addition to any other remedies, which Target may have under this Agreement or at law or in equity.

C: EQUIPMENT AND SUPPLIES

1) Equipment

- a) Contractor will provide the appropriate cleaning equipment for each store (*no sharing of equipment between stores, unless authorized by Contract Services or Building Services Area Manager, e.g. in the case of Project Crews this rule will be waived*)
- b) All equipment will be kept in a clean, functional condition.
- c) Defective or inoperative equipment must be replaced or repaired by the next shift.
- d) Equipment minimum requirements will be spelled out in the Contractor Handbook, and may vary between Operating Company locations.
- e) All Equipment shall meet Federal, State and local OSHA and Regulatory requirements for safety and emissions.

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Target may, at its option and its sole cost and expense, purchase some or all of the equipment needed by our Contractor for use in our stores.

If we exercise this option, the appropriate rate deduction will be outlined in Schedule 1 to the Data Sheet. Any change will be reviewed and agreed to by both parties. Contractor shall advise Target in the event any Target furnished equipment is damaged or inoperable. Target shall use reasonable efforts to maintain, any and all, of the pieces of equipment we provide to the highest standards. Contractor shall reimburse Target for any and all expenses incurred by Target due to Contractor's abuse or neglect that result in said damage. A qualified service technician will determine whether the damage was due to abuse, neglect or simple wear and tear.

2) Propane Regulations

- a) Tanks must be stored off-site or in an upright position in a locked, tamper-proof, steel mesh storage cabinet on the building exterior. The cabinet must have at least five feet of space between the cabinet and the nearest building opening (door or window). Propane tanks must NEVER be stored inside the building, or left on the equipment when not in use. A fine of \$1000 will be assessed for each occurrence when a propane tank is found that was left unattended inside the building
- b) No engines that are not specified for use with propane fuel indoors are allowed on burnishers.
- c) At a minimum, catalytic converters must be on all propane-powered machines.
- d) Federal and California State law prohibits tampering with Emission Control Systems on any propane-powered equipment.¹ If there is found to be tampering with catalytic converters or any emission-control systems on the equipment, Target may exercise any of the remedies available under the Agreement.
- e) The MAXIMUM amount of carbon monoxide (CO) emissions allowed from the exhaust of any propane-powered equipment while "under load," is 500 parts per million (ppm). Any piece of equipment emitting more than 500 ppm CO, or emitting blue smoke, must be removed from service immediately.
- f) Operators of propane-powered equipment must be trained in proper handling and operating procedures (per NFPA Standard #58). The operator must carry written certification from their employer or training supervisor attesting to such training.

¹ Federal law and California State law prohibits the following acts or the causing thereof: (1) the removal or rendering inoperative by any person other than for purposes of maintenance, repair or replacement, of any device or element of design incorporated into any new engine for the purpose of emission control prior to its sale or delivery to the ultimate purchaser or while it is in use, or (2) the use of the engine after such device or element of design has been removed or rendered inoperative by any person. Among those acts presumed to constitute tampering are the acts listed below: Do not tamper with original emission related part: Carburetor and internal parts; spark plugs; magneto or electronic ignition system; fuel filter element; air cleaner elements; crankcase; cylinder heads; breather chamber and internal parts; intake pipe and tube.

- g) Ventilation at the store should be on "manual override" when a small room (e.g. employee break room) requires stripping/burnishing with a propane-powered piece of equipment. See Store personnel to do the override.
- h) Manufacturer's recommendations for service must be followed. Carbon monoxide readings must be verified to be less than 500 ppm before it is allowed back into service in any Target store.
- i) Only a Certified Technician can perform the following service related items.
 - Adjustments to the fuel control system
 - Emissions control system
- j) Maintenance records for each propane-powered burnisher must be made available to Target upon request.

3) Supplies

Contractor will provide the following supplies (if not supplied by Target) for each specific store sufficient to perform all of the services contemplated by the Agreement and the Contractor Handbook. All supplies will be kept in a clean, functional condition. Further, all chemicals kept in bottles shall have OSHA-approved labels and Contractor shall maintain OSHA-required Material Safety Data Sheets in a visible location in Contractor's maintenance room.

- a) All pads, dust mops, wet mops, buckets, ringers, etc.
- b) All restroom sanitation and deodorizing supplies.
- c) All floor finish (for VCT only) and carpet cleaning supplies.
- d) All floor finish will be delivered in sealed, factory containers, clearly marked with Manufacturer's labels.
- e) All required wall charts, instructions, OSHA charts, Material Safety Data Sheets, and schedules in English and any other language necessary
- f) Contractor to provide all necessary Bloodborne Pathogen clean-up kits.

Target may, at its option and at its sole cost and expense, provide Housekeeping supplies, such as Floor Pads, mops, buckets, air fresheners, etc. for Contractor use in the store. The parties shall designate on the Data Sheet if Target is to supply such products. Contractor shall advise Target in the event inventory of the products in the store is low or in need of replenishment. Target shall use reasonable efforts to keep adequate amounts of products in the store for Contractor's use.

Target may, at its option and at its sole cost and expense, supply floor/carpet and general cleaning products to Contractor for use in the store. The parties shall designate on the Data Sheet if Target is to supply such products. Contractor shall advise Target in the event inventory of the products in the store is low or in need of replenishment. Target shall use reasonable efforts to keep adequate amounts of products in the store for Contractor's use; provided however, that the maximum amount that Target shall be required to spend per year on ducts is designated as the "Maximum Chemical Budget" on the Data Sheet. Contractor shall pay for all floor/carpet and general cleaning products used by Contractor in excess of the Maximum Chemical Budget.

4) Target will furnish:

- Trash can liners and all disposable restroom products such as soap and paper products.
- Lockable storage area ** for Contractor's supplies and equipment (except storage area for propane tanks).
- Contractors are responsible for their own lock up cage for propane, including lock.

**Contractor provides the lock and will leave extra key at TSC in case of emergency.

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INSTRUCTIONS
FOR HOUSEKEEPING CONTRACTOR SECURITY REGULATIONS

I. Signed by Housekeeping Employees/Agents

The attached Housekeeping Security Regulations ("Regulations") will apply to any Contractor employee or agent providing housekeeping services under the Agreement. Contractor will require each housekeeping employee or agent assigned to a Target/Marshall Field's/Mervyn's location to read and sign these Regulations. No Contractor housekeeping employee or agent will be allowed admittance to a Target/Marshall Field's/Mervyn's location to perform housekeeping services unless he or she has signed a copy of these Regulations.

The original will be given to the Leader-on-Duty or Manager-on-Duty at the Target /Marshall Field's/Mervyn's location on the first day of work. A copy will be kept on file by Contractor, and will be available to Target/Marshall Field's/Mervyn's for inspection upon request.

II. Identification

Contractor will provide all housekeeping employees or agents with some type of identification that is acceptable to Target/Marshall Field's/Mervyn's. This identification must be prominently displayed on the individual's person upon entry into the store and throughout the entire time the individual is performing housekeeping services on Target/Marshall Field's/Mervyn's property.

III. Bonds

Contractor shall maintain employee dishonesty bonds on any of its housekeeping employees who will be in any Target/Marshall Field's/Mervyn's location during hours that the store is not open for business to the general public, as required in the Agreement.

IV. Theft/Violation of Regulations

Target/Marshall Field's/Mervyn's will not tolerate theft or misuse of its moneys, merchandise, property or equipment, violation of its Regulations, or abuse of its customers or employees. Target/Marshall Field's/Mervyn's reserves the right to investigate, question, remove from our property, or refer to public authorities any employee of Contractor.

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HOUSEKEEPING SECURITY REGULATIONS

These regulations apply to all Contractor housekeeping employees.
Please read and sign below where indicated.

1. Contractor housekeeping employees must wear a designated uniform that clearly indicates on the front and back the Contractor name (e.g. "XYZ Cleaning") and states "Cleaning Crew" in letters easily viewed from afar. Please be dressed in a neat and orderly fashion.
2. All Contractor housekeeping employees must use the main Target/Marshall Field's/Mervyn's team member entrance when entering or exiting the store. Overnight (lock-in) housekeeping employees must enter the store together at the designated start time, to avoid arming the doors more than once a night.
3. No Contractor housekeeping employee may sign in or out on behalf of another Contractor housekeeping employee, or punch or alter another Contractor housekeeping employee's time card.
4. Your personal belongings (such as bags, purses, coats and smocks) must be kept at the designated Target/Marshall Field's/Mervyn's team member entrance. When you start your shift, a Target/Marshall Field's/Mervyn's executive will check you in, give you access to your smock, and secure your personal belongings. At the end of your shift, a Target/Marshall Field's/Mervyn's executive will take your smock and give you access to your personal belongings. A Target/Marshall Field's/Mervyn's executive may inspect your personal belongings before you exit the store.
5. Under no circumstances can any alarmed door be opened or overnight personnel be permitted to enter or leave the building without the presence of a Target/Marshall Field's/Mervyn's executive. An emergency exit door may be opened for authorities, in the event of an emergency (such as fire or medical).
6. No merchandise damaged or otherwise may be taken from the store unless purchased during business hours. No food or drink may be taken or consumed from the Food Avenue or Restaurant areas unless purchased.
7. Any Target/Marshall Field's/Mervyn's maintenance supplies must be requisitioned before they are used.
8. No person under the influence of alcoholic beverages or drugs is permitted on Target/Marshall Field's/Mervyn's property. Alcoholic beverages, illegal drugs weapons and firearms are not permitted on Target/Marshall Field's/Mervyn's property. Smoking is not permitted inside Target/Marshall Field's/Mervyn's buildings.
9. Only approved housekeeping crew members and Target/Marshall Field's/Mervyn's team members are permitted in the store during non-business hours.

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Target/Marshall Field's/Mervyn's will not tolerate theft, damage to its merchandise or property, violation of its Regulations, or abuse of its customers or employees. Target / Marshall Field's/Mervyn's reserves the right to investigate, question, remove from Target's/Marshall Field's/Mervyn's property, or refer to public authorities any Contractor employee.

I have read and understand these Regulations.

Bryan Funderburg

Signature

Bryan Funderburg

Print Name

10-15-01

Date

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CERTIFICATION STATEMENT

I (contractor) Jim's Maintenance hereby certify that all my employees who will be working on the premises of Target Stores, have provided me with proper documentation indicating they are legally authorized to work in the United States.

I certify the above on this 15 day of October, 2001.

By: Bryan Finkelstein

Its: President

Notary

[Signature]
E. Hammer

Notary

2/05/03
COMMISSION EXPIRES

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SECTION 1:	TARGET STORES
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HOUSEKEEPING EXPECTATIONS

A. EXPECTATIONS OVERVIEW:

The following will outline what Target Stores expects from its Housekeeping Contractors. Target Stores is the premiere "Upscale Discount Retailer" in the country, and has a reputation as providing high quality, trend right merchandise in a bright and clean environment.

- ☐ Top 10 Daily Quality Expectations:
 - o Completed each day by the crew dedicated to the store
- ☐ Frequency as necessary to meet Target Stores expectations:
 - o Completed by Project Crew/Team designated for that store.

TOP 10 DAILY QUALITY EXPECTATIONS

1) ENTRANCES

To be certain we make a positive first impression on our Guests, the following expectations must be met daily:

- Entrance doors: clean metal, glass, kick plates, thresholds inside and out (both sets of doors if applicable)
- Clean all other entrance glass and metal up to 7 feet in height inside and out.
- Vacuum all entrance and Vestibule entrance mats (extract as necessary to remove dirt, stains, salt residue)

2) RESTROOMS:

All the restrooms will be thoroughly cleaned and disinfected daily, to include all fixtures, walls, floors, and partitions. Contractor will insure that OSHA safety provisions are followed in the removal or handling of bloodborne pathogens. Restroom daily cleaning expectations include:

- Clean and sanitize toilets, urinals and sinks
- Floors: sweep, mop, machine scrub as necessary, sanitize.
- Spot wash walls, partitions, and doors (thoroughly scrub where necessary).
- Clean and refill all dispensers, Soap, Paper products.
- Empty trash and replace liners.
- Once a month: clean air vents / diffusers and replace Good Sense air freshener.

3) HARD SURFACES (includes VCT, Terrazzo Ceramic, Colored Concrete)

All of the hard surfaces throughout the store will be maintained to the strictest standards. Floor finish will be applied to Vinyl Composition Tile (VCT) flooring as necessary to maintain those "Wet Look" floors.

Note: No Floor Finish is applied to Colored Concrete Floors or Ceramic Floors in Super Target stores.

☐ VCT/Terrazzo Floors

- Dust mop all hard surfaces

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- Remove gum, tar, stickers, etc, all hard surfaces
- VCT and Terrazzo flooring
- Machine Scrub/Auto Scrub hard surfaces.
- Burnish hard surface where needed to maintain consistent "wet look"
- Floor finish applied as needed to maintain "wet look"
- Deep Scrub and recoat Floor Finish as needed
- Full Strip out Maximum of once a year.

□ **Concrete (Super Target sales floor only)**

- Machine Scrub/Auto Scrub daily
- Burnish once a month
- No Floor Finish (a.k.a. Wax) or sealer is ever applied to this floor.
- Stain removal
- Stains on concrete are removed by aggressively scrubbing with repeated passes with the Auto Scrubber. Most stains will come out within 2-3 passes. May need to scrub out stain by hand with center hole of black scrubbing pad.
- New Stores; Auto Scrub with aggressive pad (black) all concrete nightly for 30 days to bring out the natural shine. Use red or Tan pad nightly after the first 30 days.

□ **Ceramic tile**

- Sweep and Mop daily
- Machine Scrub/Auto Scrub as needed
- No Burnishing of this floor
- No Floor Finish (a.k.a. Wax) is ever applied to this floor.
- Clean base decks and kick plates as necessary to remove stripper and wax residue.

4) **CARPET**

All carpeting will be spot cleaned, as spots appear, this will include all walk-off mats, such as the Entrance Matting. We expect all store carpet (both on and off the sales floor) to be thoroughly extracted as necessary to meet the expectations set forth herein.

- All traffic lanes are vacuumed daily.
- All carpet is vacuumed weekly
- Detail vacuum entire carpet monthly (detail vacuuming done on a scheduled basis by the project team.)
- All carpeting will be spot cleaned daily as spots appear, including removal of gum and debris (includes office carpet)
- Full extraction as needed to maintain clean bright carpet
- Office area: Traffic lanes vacuumed daily and offices vacuumed weekly.

5) **FITTING ROOMS**

The appearance of our fitting rooms is very critical to our image as the Upscale Discounter. Pay close attention to the detail vacuuming, glass, mirrors, louvered doors, benches and chairs to make certain our guests know how important cleaning is to our Brand.

- Vacuumed daily, carpet is clean and free of pins, clips, stains and debris
- Spot clean carpet as needed.
- Doors are wiped down and are clean and free of dirt and dust

6) **FOOD SERVICE AREA**

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Food Service will vary among stores, from Food Avenue, Food Avenue Express, Taco Bell and Pizza Hlt to full service deli, bakery, etc. in the Super Target prototype. Contractor is responsible for the **FLOORS ONLY** in the Food Service Area.

- Guest seating area, Food Prep Area and Storage area:
 - Thoroughly sweep floor,
 - Mop and sanitize entire floor, including floor inside trash compartment and under drink station.
 - Vacuum and clean any fabric matting located in Guest seating area.
 - Empty all trash receptacles, disinfect inside and out, and replace liners
 - Machine scrub or power wash, rinse and sanitize flooring (every 2 weeks)

7) **LEASED/PARTNER BUSINESS.**

All of our Leased Business areas should be cleaned with the same daily expectations as the rest of the store, including:

- Vacuum all carpeting
- Mop / scrub hard surfaces
- Empty trash

8) **GENERAL HOUSEKEEPING**

All areas will be cleaned with an eye for detail. For example, no stains on carpets from water and chemical splashing onto carpet edges from the scrubber, no dirt in corners or along walls and doors, no spots or stains on the carpet, no pins or trash in the fitting rooms, no trash under the register terminals, etc.

- Stockrooms- Auto Scrub exposed flooring (max. weekly), no buffing.
- Chemical Aisle Mats- floor under mats after SBS removes to pressure wash (monthly)
- Drinking fountain/public phone – clean and sanitize (daily)
- Check Lanes/Cash Wraps- flooring, base deck edges and trash only (daily)
- Empty trash in all areas, including Spill stations, check lanes, offices, food avenue (daily)

9) **ELEVATOR / ESCALATOR: If Applicable**

The appearance of the elevators and escalators in our stores is a reflection as to how important cleanliness is to our Corporation. Please make sure we are presenting our best, everyday. Performing the following on a daily basis will attain this.

☐ **ESCALATORS**

- Wipe down escalator rails and walls- daily
- Clean treads with escalator cleaning machine- daily
- Clean and wipe down Vermaport (shopping cart escalator) stainless and glass - daily
- Clean Vermaport track (No water used) – weekly

☐ **ELEVATORS**

- Clean floor and walls of elevator to remove dirt, debris, and fingerprints- daily
- Clean elevator ceiling and vents- weekly

10) **BREAK ROOM / TEAM MEMBER LOUNGE (OFFICE AREA and Off Stage areas)**

The Break room cleanliness is critical to our Team Members' perception of our dedication to cleanliness. When planning out your staffing levels, please consider this as well as other off

stage areas, Lockers, Break Room, Training Room, offices, and Team Member Service Center (TSC).

- Mop the VCT floor throughout the locker, TSC, training room and Break Room -daily
- Vacuum matting at TSC - daily
- Empty all trash throughout the break room /office area- daily

Frequency as Necessary to Meet Expectations (Project Crew)

ENTRANCE AREAS

- Clean all glass and doors (interior and exterior surfaces)
- Brass, chrome, metal surfaces are clean and free of soil, streaks or oxidation.
- Thresholds, hinges, are clean and free of salt, sand, and dirt.
- Sidelights as well as doorframes and thresholds are cleaned with the appropriate materials to remain free of dirt, stains, streaks, and salt residue.

RESTROOMS

- Thoroughly Machine scrub with nyla - grit brushes, grout restorer.
- Scrub walls, partitions and doors
- Clean diffusers and vents
- Underside of sinks, commodes and urinals are cleaned and free of residue, mold, mildew
- Base molding along the wall (where wall meets floor) all around the restroom are free of dirt, grime, mildew and hard water stains) especially under the wall mounted toilets.
- Contractor is responsible for making an attempt at un-clogging toilets with a plunger. If unsuccessful make sure the store LOD is notified so they can call in a plumber or BST personnel.

HARD SURFACES

COLORED CONCRETE (SUPER TARGET ONLY), CERAMIC or QUARRY TILE:

- No Floor finish will EVER be applied to these types of flooring.
- Grout shall be clean and consistent in appearance, no mottled look due to dirty water being left after cleaning.
- Use of Neutral cleaner during the winter months in order to neutralize the salt and sand build up is critical to the appearance and life of these floors.
- Periodic use of brushes on the auto scrubber will help keep the appearance to our standards.
- Stains on Colored Concrete will be removed by using aggressive scrubbing pads (Blue or Green) with the auto scrubber or a swing machine, and neutral cleaner. Repeat as needed to remove the stain as quickly as possible.

VINYL COMPOSITION FLOORING (VCT)

- Deep scrub and apply finish
- Strip and apply finish
- Burnish to attain the overall consistent " wet look" across the sales floor.
- Floor is free of scuffmarks, scratches, etc.

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STOCKROOM FLOORING

- Auto scrub or mop (main aisles of the stockroom only) when free and clear of freight.

- Wax is NOT to be used on stockroom floors, except in the following situation.
- New Stores and Remodels BUILT PRIOR to Cycle 1, March 1994, will require periodic application of a water based concrete sealer to the Stock room floors.
- All Stockroom floors installed (New Stores and Remodels) after Cycle 1 March 1994 have been permanently sealed and do not need wax or sealer.

CARPETED AREAS

- Extract traffic lanes and carpet near entrances to avoid wear patterns
- Thoroughly extract sections of carpet on a rotating basis to maintain overall clean bright carpet.
- Office area, Partner Businesses need to be maintained to the standards of the retail floor, including extraction, spot cleaning, etc.
- Entrance matting extracted as needed to maintain a clean (salt stain free) appearance, which is free of gum, sand, debris, etc.

FITTING ROOMS

- Make certain the carpet is free of spots and stains, by checking each day for new spills, stains.
- Detail clean each fitting room as necessary to keep up with traffic, ie: dusting the walls, vents, doors
- Wipe down the doors to remove any dirt or marks left by hangers.
- Wipe down/ vacuum the chairs in each room as needed to maintain the cleanliness.

FOOD SERVICE INCLUDING ALL OFF STAGE FOOD PREP AREAS IN SUPERTARGET (EXCEPT THE MEAT ROOM)

- Deep clean the tile and grout with heavy-duty degreaser. If cleaning under equipment is required, store food service team will move equipment so area can be accessed, and the store team will move the equipment back after cleaning is complete.
- Contractor shall never clean a food prep surface or the Meat Room of a Super Target.
- Contractor will pressure wash the FLOOR ONLY in these areas as coordinated with the store team.

LEASED / PARTNER BUSINESS AREAS.

- Optical, Photo Studio, Pharmacy, One Hour Photo, E-Trade center, Starbucks, are equally important to maintaining our Clean Brand Image.
- All baseboards, carpets, fitting rooms, entrance glass, entrance doors, Restrooms cleaned and sanitized, showers cleaned and sanitized, high level dusting, mirrors cleaned, air vents, ceiling and light fixtures, inside of the jewelry case lines (the floor behind the counter) * *Leased Partner business team members are accountable for cleaning their own fixturing and cases.*
- Hard Surface and Carpet cleaning see section above to get cleaning specifications.
- Restroom: see restroom cleaning (above) for cleaning specifications.

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GENERAL HOUSEKEEPING.

- All Glass that is part of the building will be kept clean and free of streaks; this includes entrance glass, around the escalator, glass above entrance doorways, glass that encloses signs that are part of the building, etc.
- Carpeted cove bases are cleaned with a carpet brush or similar tool, to remove lint dust, etc.

- Detail cleaning as necessary to maintain the kick plates of the gondolas clean and free of dirt, grime and debris including the transition between the flooring and the gondola.

VINYL/RUBBER MATTING : CHEMICAL AISLE MATS, FOOD AVENUE MATS.

- It is the Target team member's responsibility for removing the mats and washing them, and your job to clean the floor underneath as needed or as often as the store removes the mat from the floor.
- Matting in One-hour photo, will be mopped daily and floor underneath cleaned as often as the mats are removed for access to clean.

BREAK ROOMS/TEAM MEMBER LOUNGE/LOCKER AREA/TSC

- Perform all standard procedures for tile, carpet and trash pickup
- Deep clean grout for ceramic tile, or deep scrub and re-coat VCT as necessary.
- Counters, sinks are wiped down and sanitized. Remove rust and calcium build up with appropriate cleaners and abrasives.
- Refrigerators cleaned out and sanitized (Minimum of monthly, maximum of weekly)

WORK NOT INCLUDED IN THE TARGET STORES EXPECTATIONS

- Sales Floor walls (fitting room and escalator are included in the contract language)
- Cleaning Skylights in the stockroom or sales floor.
- Carpet repairs (tears, burns, fraying or other defects must be communicated to Store Mgmt. A.S.A.P.)
- Plumbing Repairs including unclogging fixtures (with the exception of plunging)
- Moving of large sales floor fixtures
- Cleaning sales floor displays, merchandise fixtures, cashier stations, office furniture and customer service counters, unless specified in Scope of Work.
- Sales floor ceiling, diffusers, light valances, light fixtures and high-level dusting.

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SECTION 2:

Marshall Field's

HOUSEKEEPING EXPECTATIONS

A. EXPECTATIONS OVERVIEW:

The following will outline what Marshall Field's expect from its Housekeeping Contractor. Marshall Field's represents Target's "High End Fashion" stores and has a reputation as providing the highest quality merchandise in a clean and upscale environment. Marshall Field's is "The Best Store in Town". Your role in maintaining these locations to the highest standard of cleanliness day in and day out is essential for your continued success as Marshall Field's Housekeeping Contractor

Listed below are the Top 10 areas Marshall Field's expects to be 100 % complete and to the satisfaction of Marshall Field's every morning prior to opening the doors for our Guests. You will notice on the Color pamphlet that we have included the 3 expectations per each key area; the following adds a little more detail.

We have developed a Monthly Housekeeping checklist that will focus on these 10 areas and expect that you will be reviewing monthly with the designated store executive on your monthly inspection. *(Form is located on the stores Workbench under B.E.S.T. practices, Logistics or send an e-mail to BST.Contracts@target.com)*

TOP 10 DAILY QUALITY EXPECTATIONS

1) ENTRANCES

To be certain we make a positive first impression on our Guests, the following expectations must be met daily:

- Vacuum entrance mats (extract if necessary to remove dirt, salt residue)
- Sweep and machine scrub vestibule or front entrance area
- Clean glass and thresholds so that there are no streaks or smudges.
- Clean all glass side lights, top windows above the doors (inside and out of both sets)
- Remove fingerprints from doorframes, handles, and hardware that are visible to the guest.

2) RESTROOMS:

All the restrooms will be thoroughly cleaned and disinfected; to include all fixtures, walls, floors, and partitions. Contractor will insure that OSHA safety provisions are followed in the removal or handling of bloodborne pathogens. Restroom daily cleaning expectations include:

- Empty wastebaskets
- Clean and refill all dispensers
- Clean mirrors
- Clean chrome fittings
- Clean and sanitize sinks, toilets, urinals
- Check and refill deodorizers (if applicable)
- Sweep, machine scrub, sanitize, rinse floors

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- Spot wash walls, partitions, doors, thoroughly scrub where necessary

3) HARD SURFACES

All of the hard surfaces throughout the store will be maintained to the strictest standards. No floor finish will be applied to any marble, ceramic or quarry tile. *Floor finish will be applied to any VCT flooring as needed.*

- Sweep/dust mop all flooring
- Remove gum, tar, etc.
- Machine scrub flooring (except wood floors)
- Spot mop when applicable
- High speed burnish (Vinyl tile (VCT) only)
- Dust mop area burnished (Vinyl tile (VCT) only)
- Perma-Grain wood floors need to be damp mopped (very lightly moistened) daily, same with Pergo or any synthetic wood floors.
- Natural Hard Wood Floors sealed with polyurethane, should be cleaned WITHOUT WATER, use the dry system of a treated dust mop.

4) CARPET

All carpeting will be spot cleaned, as spots appear, this will include all walk-off mats, such as the front door First Impression mats. We expect all store carpet (both on and off the sales floor) to be thoroughly extracted as necessary to meet the expectations set forth herein.

- All carpet 8 feet in from aisles vacuumed daily and is spot free
- All carpet should be free of gum, spots, dirt and debris
- Corners, edges, carpeted cove base are free of dirt, dust, lint and debris.
- Extract as needed to maintain clean bright carpet

5) FITTING ROOMS

The appearance of our fitting rooms is very critical to our image as a high end Fashion store. Pay close attention to the detail vacuuming, glass, mirrors, louvered doors, benches and chairs to make certain our guests feel that we are serious about the cleanliness of our store.

- Vacuumed including edges, corners, etc.
- Mirrors and benches wiped down and free of spots, streaks or stains.
- Pins, clips, strings and lint are picked up
- Louvers on doors are free of dust, fingerprints
- Walls are kept free of dust, fingerprints, and smudges.

6) MARKETPLACE / RESTAURANT

The Restaurant and Marketplace (including the quarry tile in the food prep area) will be maintained in a manner that is accepted by the Restaurant / Food Executive in that store.

- Thoroughly sweep all floors, including under all equipment, tables, food prep room, etc.
- Machine scrub, rinse and damp mop ceramic or quarry tile
- Empty all trash receptacles, scrub and disinfect inside and out, replace liners
- Deep cleaning of the kitchen area will be coordinated with each location, i.e.: Marshall Field's team agrees to move equipment to give access for cleaning the 2nd Tuesday of each month, etc.

7) PARTNER BUSINESS.

All of our Partner Businesses should be cleaned with the same daily expectations as the rest of the store, including

- All baseboards, carpets, fitting rooms, entrance glass, entrance doors, Restrooms cleaned and sanitized, showers cleaned and sanitized, high level dusting, mirrors cleaned, air vents, ceiling and light fixtures, inside of the jewelry case lines (the floor behind the counter) * *Partner business* areas are accountable for cleaning their own fixturing and cases.
- Beauty Salons/ Spas require the most focused attention due to the nature of their business, this would include the treatment rooms, shower rooms, restrooms, baseboards, flooring.
- No stains on flooring or carpet due to chemicals, liquids, etc.
- Mirrors, columns are clean and streak free

8) DETAIL: HIGH LEVEL DUSTING, MIRRORS AND MIRRORED COLUMNS

All areas will be cleaned with an eye for detail. For example no stains on carpets from water and chemical splashing onto carpet edges from the scrubber, no dirt in corners or along walls and doors, no spots or stains on the carpet, no pins or trash in the fitting rooms, no trash under the register terminals, etc.

- Diffusers and surrounding ceiling is free of dust, streaks
- Mirrors, mirrored columns are clean and streak free
- Light fixtures, sprinkler heads, accent decorations are clean and streak free.

9) ELEVATOR / ESCALATOR

The appearance of the elevators and escalators in our stores is a reflection of how important cleanliness is to our Corporation. Please make sure we are presenting our best, everyday. Performing the following on a daily basis.

- Escalator treads, rails, sides are all clean and free of fingerprints, dirt, debris
- Elevator doors, walls, rails, thresholds are free of dirt, debris, fingerprints.
- Carpet/Tile floor is clean and free of dirt, debris, gum, etc.

10) BREAK ROOM / TEAM MEMBER LOUNGE (Office Area and Off Stage areas)

The Break room cleanliness is critical in relation to our Team Members perception of our dedication to cleanliness. When planning out your staffing levels, please consider this as well as other off stage areas, such as cash wrap, offices, and package pick up.

- Perform all standard procedures for tile, carpet and trash pickup
- Wipe down tables, chairs, sinks.
- Counters, sinks are wiped down and sanitized.

THE "TOP 10" EXPECTATIONS ARE TO BE MET EVERY BUSINESS DAY.

- Our Executive team will work with you and your team to make sure any expectations that are not currently being met are addressed and an action plan is put into place. This action plan will address issues such as when you feel expectations will be met, and how you will achieve this. If the store has a role in this, such as freeing up floor space, etc, that we are aware of this and the appropriate partners are taken.
- On the other hand if you and your crew are meeting or exceeding our expectations we commit to you that we will make sure your team is recognized in the store and possibly throughout the region.
- We need your partnership in our goal of "The Best Store in Town" as cleanliness is a major element of our corporate philosophy.

FREQUENCY AS NECESSARY TO MEET CONTRACT EXPECTATIONS

CARPET

- Extract traffic lanes and carpet near entrances to avoid wear patterns
- Thoroughly extract sections of carpet on a rotating basis to maintain overall clean bright carpet.
- Office area, Partner Businesses need to be maintained to the standards of the retail floor, including extraction, spot cleaning, etc.
- Entrance matting extracted as needed to maintain a clean (salt stain free) appearance, which is free of gum, sand, debris, etc.

VINYL COMPOSITION FLOORING (WHERE APPLICABLE)

- Deep scrub and apply finish
- Strip and apply finish
- Burnish to a shiny appearance
- Floor is free of scuffmarks, scratches, etc.

MARBLE, CERAMIC, OR QUARRY TILE:

- *No Floor finish will EVER be applied to any of this type of flooring.*
- Grout shall be clean and consistent in appearance, no mottled look due to dirty water being left after cleaning.
- Use of Neutral cleaner during the winter months in order to neutralize the salt and sand build up is critical to the appearance and life of these floors.
- Periodic use of brushes on the auto scrubber will help keep the appearance to our standards.
- We recommend using a pre-burnish pad on the auto scrubber (ex: 3M blue pre-burnish pad) on the natural marble, periodically brings out the natural luster of the marble.

WOOD FLOORS

- Wet Mopping is prohibited on any and all wood flooring, also no auto scrubbing of wood floors. USE WOOD FLOORING APPROVED PRODUCTS TO CLEAN
- Wood (perm grain, hardwood) floors need to be periodically cleaned with manufacturers restorative compound.
- Spray Buff with approved material – Perm grain only.
- Strip and apply finish (if natural hardwood) as directed by Building Services.

RESTAURANT/MARKETPLACE

- Deep clean the tile and grout with heavy-duty degreaser. If cleaning under equipment is required, store food service workers will move equipment so area can be accessed, as well as move the equipment back.
- Contractor shall never clean a food prep surface
- Walls around trash pick up areas are clean and dirt, grime free. Walls behind food prep areas, near doorways, etc.

DETAIL CLEANING: CEILINGS, LEDGES, CORNERS AND LIGHT FIXTURES.

- Mirrored columns are streak, dust free from floor to ceiling
- Brass is kept clean and shiny (accent on columns, rails, trim pieces around doors, etc.)
- Carpeted cove bases are cleaned with a carpet brush or similar tool, to remove lint dust, etc.
- Diffusers and surrounding ceiling tiles, columns, are clean and static guard applied to prevent re-soiling.
- Light fixtures (that are part of the building) are cleaned and the glass, brass and any other surface is clean and shiny.

STOCKROOM FLOORS

- Auto scrub or mop (main aisles of the stockroom only) when free and clear of freight.
- Wax is NOT to be used on stockroom floors

ENTRANCE AREAS

- Clean all glass and doors (interior and exterior surfaces)
- Brass, chrome, metal surfaces are clean and free of soil, streaks or oxidation.
- Thresholds, hinges, are clean and free of salt, sand, and dirt.
- Sidelights as well as doorframes and thresholds are cleaned with the appropriate materials to remain free of dirt, stains, streaks, and salt residue.

RESTROOMS

- Thoroughly Machine scrub with nyla-grit brushes, grout restorer used if needed.
- Scrub walls, partitions and doors
- Clean diffusers and vents
- Underside of sinks, commodes and urinals are cleaned and free of residue, mold, mildew
- Base molding along the wall (where wall meets floor) all around the restroom are free of dirt, grime, mildew and hard water stains) especially under the wall mounted toilets.
- Your team will attempt to unplug toilets, using a plunger, while you have staff present in the building, prior to calling for assistance from one of our plumbers. Make sure you train your team on how to plunge toilets so we do not have any floods.

FITTING ROOMS

- Make certain the carpet is free of spots and stains, by checking each day for new spills, stains.
- Detail clean each fitting room as necessary to keep up with traffic, i.e.: dusting the walls, vents, doors
- Wipe down the doors to remove any dirt or marks left by hangers.
- Wipe down/ vacuum the chairs in each room as needed to maintain the cleanliness.

BREAK ROOMS/TEAM MEMBER LOUNGE/OFF STAGE/CASH WRAP/PACKAGE PICK UP

- Perform all standard procedures for tile, carpet and trash pickup
- Deep clean grout for ceramic tile, or deep scrub and re-coat VCT as necessary.
- Counters, sinks are wiped down and sanitized. Remove rust and calcium build up with appropriate cleaners and abrasives.
- Refrigerators cleaned out and sanitized (frequency as directed by the store management)

WORK NOT INCLUDED IN THE MARSHALL FIELD'S EXPECTATIONS

- Sales Floor wall washing (fitting room and escalator are included in the contract language)
- Cleaning of Stockroom doors
- Glass that is part of a visual display or is part of the merchandise presentation
- Carpet repairs (tears, burns, fraying or other defects must be communicated to Store Mgmt. A.S.A.P.)
- Plumbing Repairs including unclogging fixtures (with the exception of plunging)
- Moving of large sales floor fixtures
- Cleaning sales floor displays, merchandise fixtures, cashier stations, office furniture and customer service counters, unless specified in Scope of Work.

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SECTION 3:***Mervyn's*****HOUSEKEEPING EXPECTATIONS****A. EXPECTATIONS OVERVIEW:**

The following will outline what Mervyn's expect from its Housekeeping Contractor. Mervyn's represents Target Corporation's moderate priced division, with trend right merchandise in a bright and clean environment. Your role in maintaining these locations to the highest standard of cleanliness day in and day out is essential for your continued success as a Mervyn's Housekeeping Contractor.

We have developed a Monthly Housekeeping checklist that will focus on these 10 areas and expect that you will be reviewing monthly with the designated store executive on your monthly inspection. *(Form is located on your Workbench; if you do not find this form send an e-mail to BST.Contracts@target.com)*

DAILY EXPECTATIONS**1) ENTRANCES**

To be certain we make a positive first impression on our Guests the following expectations must be met daily:

- Entrance doors: Clean metal, glass, kick plates, thresholds inside and out (both sets of doors if applicable)
- Clean all other entrance glass and metal up to (7) feet high, inside and out.
- Vacuum all entrance and Vestibule entrance mats (extract as necessary to remove dirt, stains, salt residue)
- Empty trash cans (replace liners), cigarette urns.
- Spot clean EAS towers at each entrance
- Spot clean stroller racks, if applicable

2) RESTROOMS:

All the restrooms will be thoroughly cleaned and disinfected daily; to include all fixtures, walls, floors, and partitions. Contractor will insure that OSHA safety provisions are followed in the removal or handling of blood borne pathogens. Restroom daily cleaning expectations include:

- Clean and sanitize toilets, urinals and sinks
- Floors; sweep, mop, machine scrub as necessary, sanitize.
- Spot wash walls, partitions, and doors (thoroughly scrub where necessary).
- Clean and refill all dispensers, Soap, Paper products.
- Empty trash and replace liners.
- Once a month: clean air vents / diffusers and replace Good Sense air freshener.

3) HARD SURFACES FLOORS

All of the hard surfaces throughout the store will be maintained to the strictest standards. Floor finish will be applied to Vinyl Composition Tile (VCT) flooring as necessary. NO WAX is applied to ceramic or quarry tile. Here is what we expect on a daily basis:

- Sweep and spot mop spills and clean foreign substances on the sales floor
- Sweep and spot mop offices, gift wrap and team member lounge

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- Vacuum, spot mop audit room only if directed by and supervised by store management
- Clean escalator floor plates at the base of both floors (where applicable)

4) CARPET

All carpeting will be spot cleaned, as spots appear, this will include all walk-off mats, such as the Entrance Matting.

- Vacuum 50 % of sales floor carpeting.
- Pick, pan and broom the 50 % portion that was not vacuumed or use battery operated wide area vac.
- Clean spills and spots on all carpeting on sales floor.
- Vacuum all fitting rooms
- Pick, pan and broom all no-sales floor carpeting (offices, gift wrap, conference room, audit room)

5) GENERAL HOUSEKEEPING

All areas will be cleaned with an eye for detail. No dirt in corners or along walls and doors, no spots or stains on the carpet, no pins or trash in the fitting rooms, no trash under the register terminals, etc.

- Empty trash from all locations
- Clean all drinking fountains
- Cash Wraps (trash picked up, floor free of dirt and debris)

6) FITTING ROOMS

The appearance of our fitting rooms is very critical to our image as the Upscale Discounter. Pay close attention to the detail vacuuming, glass, mirrors, louvered doors, benches and chairs to make certain our guests know how important cleaning is to our Brand.

- Fully vacuumed each day.
- Mirrors and benches wiped down and free of spots, streaks or stains.
- Pins, clips, strings and lint are removed from the floor.
- Louvers on doors (if applicable) are free of fingerprints
- Walls are kept free of fingerprints, and smudges.

7) ESCALATOR: If Applicable

The appearance of the escalators in our stores is a reflection as to how important cleanliness is to our Corporation. Please make sure we are presenting our best, everyday. Performing the following on a daily basis will attain this.

- Escalator treads, sides are all clean and free of fingerprints, dirt, and debris.
- Clean floor plates at the base of both floors
- Clean handrails and chrome adjacent to the handrails, spot clean the dividing wall between up and down escalator. Spot clean areas accessible from escalator steps only

8) ELEVATOR: If Applicable

The appearance of the elevators in our stores is a reflection as to how important cleanliness is to our Corporation. Please make sure we are presenting our best, everyday. Performing the following on a daily basis will attain this.

- Elevator doors, walls, rails, thresholds are free of dirt and debris.
- Elevator doors, walls, rails, thresholds are free of dirt, debris and fingerprints.
- Carpet/Tile floor in elevator cab is clean and free of dirt, debris, gum, etc.
- Clean chrome on elevators

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9) FOOD SERVICE AREA: If applicable

In the Food Service area the Contractor is responsible for the *FLOORS ONLY*.

- Thoroughly sweep all floors, including under all equipment, tables, food prep room, etc.
- Mop entire floor in the guest seating area, including under tables, inside trash can compartment, etc.
- Mop exposed flooring behind the counter and in storage areas daily.
- Machine scrub, rinse and damp mop ceramic or quarry tile as needed (minimum weekly)
- Empty all trash receptacles, scrub and disinfect inside and out, replace liners
- Deep cleaning of the kitchen area will be coordinated with each location; Mervyn's team members are responsible for moving any and all equipment away from the wall in order to gain access for cleaning the floor.

10) BREAK ROOM / TEAM MEMBER LOUNGE (Office Area and Off Stage areas)

The Break room cleanliness is critical to our team members' perception of our dedication to cleanliness. When planning out your staffing levels, please consider this as well as other off stage areas, Lockers, Break Room, Training Room and offices.

- Perform all standard procedures for tile, carpet and trash pickup.
- Wipe down tables, chairs, sinks.
- Counters, sinks are wiped down and sanitized.

EXPECTATION OF 3 TIMES A WEEK

3). HARD SURFACE FLOORS

- Auto Scrub/Buf all vinyl tile flooring Burnish to a shiny appearance
- Auto Scrub ceramic floor (if not a vinyl tile race track)

WEEKLY EXPECTATIONS

1). STORE ENTRANCES

- Clean Brass Thresholds
- Feather dust mini blinds

4). CARPET

- Vacuum non-sales floor carpeting (office, audit room, gift wrap, conference room)

5). GENERAL HOUSEKEEPING

- Dust Fitting Rooms
- Entrance matting extracted as needed to maintain a clean (salt & stain free) appearance, which is free of gum, sand, debris, etc.

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EXPECTATION: 2 X'S A MONTH

3). HARD SURFACE FLOORS

- Buff non-sales floor (office, audit room, gift wrap and employee lounge)

4). CARPET

- Detail all sales floor carpeting – vacuum carpet edge, including corners, risers, and under accessible racks, spot clean and dust baseboards.

MONTHLY EXPECTATIONS

1). STORE ENTRANCES.

- Clean all plate glass and metal up to (16) sixteen feet high, inside and out.

2). RESTROOMS

- Complete wall washing and vent cleaning
- Machine scrub and sanitize tile floors

3). HARD SURFACES

- Scrub and refinish sales floor vinyl tile.
- Scrub and refinish non sales floor vinyl tile (includes stockroom pad)

4). CARPET

- Bonnet or surface clean sales floor carpet
- Detail non sales floor carpet

5). GENERAL HOUSEKEEPING

- Clean all mirror glass, full height
- Wash walls and hard surface partitions in fitting rooms. Spot clean daily.
- Clean Escalator steps with escalator cleaner (Tread master or Cimex preferred)

QUARTERLY EXPECTATIONS

1). STORE ENTRANCES.

- Clean Mall doors, inside and out, spot clean weekly

4). CARPET

- Bonnet or surface shampoo non sales floor carpet

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EXPECTATION: 2 X'S A YEAR

5). GENERAL HOUSEKEEPING

- All High Volume Stores will receive High Level Dusting throughout the Store.

ANNUAL EXPECTATIONS

3). HARD SURFACE FLOORS

- Strip, reseal and refinish all sales floor vinyl tile, as applicable
- Strip, reseal and refinish non sales floor vinyl tile

4). CARPET

- Full Carpet Extraction for all Stores one time a year.

5). GENERAL HOUSEKEEPING

- All Non-High Volume Stores will receive High Level Dusting throughout the Store.

REDUCED SCOPE (LIGHT DUTY) DAY

- Clean Restrooms (Daily Full Scope)
- Clean Entrance glass and mat only
- Go over all carpeting, pan and broom large dirt and debris, and clean any large spills or stains
- Empty and clean all trash cans and replace liners.

REDUCED SCOPE SCHEDULE:

- Stores with (1) Day per week = Tuesdays
- Stores with (2) Days per week = Tuesdays and Thursdays

WORK NOT INCLUDED IN THE MERVYN'S EXPECTATIONS

- Sales Floor wall washing (fitting room and escalator are included in the contract language)
- Stock room and loading dock areas (Stockroom entrance pad is included in the contract)
- Sidewalks
- Carpet repairs (tears, burns, fraying or other defects must be communicated to Store Mgmt. A.S.A.P.)
- Plumbing Repairs including unclogging fixtures
- Moving of large sales floor fixtures
- Cleaning sales floor displays, merchandise fixtures, cashier stations, office furniture and customer service counters, unless specified in Scope of Work.
- Sales floor ceiling, diffusers and light fixtures
- Carpet Platforms, displays and wall vacuuming.

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